

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. M003	3. EFFECTIVE DATE June 1, 2005	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY Golden Field Office U. S. Department of Energy 1617 Cole Blvd. Golden, CO 80401	CODE	7. ADMINISTERED BY (If other than Item 6) Golden Field Office U. S. Department of Energy 1617 Cole Blvd. Golden, CO 80401 (Jon Olsen, 303-275-4722)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Navarro Research and Engineering, Inc. 669 Emory Valley Road Oak Ridge, TN 37830			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC36-05GO25018
			<input type="checkbox"/>	10B. DATED (SEE ITEM 13) 02/03/2005
CODE			FACILITY CODE	

### 11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing items 3 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)  
THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☒ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF  
Mutual agreement of the contract parties and Section B, clause B 3, entitled "Performance-based Incentive Fee."

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

### 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See attached page.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <u>Scott T. Rogers</u>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Hartford, Contracting Officer	
15B. CONTRACT/OFFEROR BY <u>[Signature]</u> (Signature of person authorized to sign)	15C. DATE SIGNED <u>7-11-05</u>	16B. UNITED STATES OF AMERICA BY <u>Mary Hartford</u> (Signature of Contracting Officer)	16C. DATE SIGNED <u>7/12/05</u>

The purpose of this modification is to incorporate performance measures into the contract and revise the performance evaluation period. Therefore, the contract is modified as follows:

1. Section B.3, Performance-based Incentive Fee. The first sentence is modified to read as follows:

"An incentive fee based upon performance measures incorporated into the SOW will be paid on a biannual basis for work provided under the contract that exceeds performance expectations in accordance with the Section H clause entitled "Performance-based Incentive Fee."

The performance-based incentive fee pools on page 3 are apportioned for the respective biannual evaluation periods. See attached Section B, Pages 2 and 3, Modification M003 which are incorporated in lieu of the existing Pages 2 and 3.

2. Section H.25, Performance Based Incentive Fee. The first sentence of paragraph (a) is modified as follows:

"An incentive fee based upon performance measures incorporated into the SOW will be paid on a biannual basis for work provided under the contract that exceeds performance expectations."

See attached Section H, Page 20, Modification M003 which is incorporated in lieu of the existing Page 20.

3. Attachment A, Statement of Work. The attached "Statement of Work Addendum 1, Performance Incentives" is hereby incorporated into the contract as an attachment to the Statement of Work.

**PART I**

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1. Schedule of Supplies or Services Being Acquired**

(a) The Contractor shall provide administrative and technical support services for the Golden Field Office (GO) described in the Statement of Work through the use of Task Orders for a base period of two (2) years beginning June 1, 2005 through May 31, 2007, with three one-year option periods.

(b) In order to meet the requirements of each Task Order, the Contractor shall provide the necessary labor from the labor categories set forth in Section J, Attachment E. Other Direct Charges (ODC), and travel costs, charged in accordance with the Federal Travel Regulations, will be approved and invoiced on an as needed basis. No fee will be associated with these costs.

(c) All work under this contract shall be based on Task Orders issued and authorized by the Contracting Officer, as detailed in the clause in Part I, Section H, entitled "Ordering Procedures." In addition to the services/effort specified in the Task Orders, the Contractor shall provide the reports and other documentary deliverables stipulated in the Task Orders (if any).

**B.2. Estimated Cost Plus Fixed Fee**

CLIN 0001 -- Golden Field Office --Base Period (June 1, 2005 -- May 31, 2007)

Estimated Cost

Fixed Fee

Total Estimated Cost Plus Fixed Fee

**REDACTED  
EXEMPTION 4**

\$6,190,900.49

CLIN 0002 -- Golden Field Office --Option Period 1 (June 1, 2007 -- May 31, 2008)

Estimated Cost

Fixed Fee

Total Estimated Cost Plus Fixed Fee

**REDACTED  
EXEMPTION 4**

\$3,212,007.33

CLIN 0003 -- Golden Field Office -- Option Period 2 (June 1, 2008 -- May 31, 2009)

Estimated Cost

Fixed Fee

Total Estimated Cost Plus Fixed Fee

**REDACTED  
EXEMPTION 4**

\$3,292,307.51

CLIN 0004 -- Golden Field Office -- Option Period 3 (June 1, 2009 -- May 31, 2010)

Estimated Cost

Fixed Fee

Total Estimated Cost Plus Fixed Fee

**REDACTED  
EXEMPTION 4**

\$3,374,615.20

**B.3. Performance-based Incentive Fee**

An incentive fee based upon performance measures incorporated into the SOW will be paid on a biannual basis for work provided under the contract that exceeds performance expectations in accordance with the Section H clause entitled "Performance-based Incentive Fee. The performance based incentives will be defined and negotiated after contract award for application to appropriate areas of the SOW. Such areas may include IT, Procurement, Records Management, Distribution Support, and Data Input.

1. Golden Field Office --Base Period (June 1, 2005 – May 31, 2007)  
Year one 1<sup>st</sup> six months performance-based incentive fee  
Year one 2<sup>nd</sup> six months performance-based incentive fee  
Year two 1<sup>st</sup> six months performance-based incentive fee  
Year two 2<sup>nd</sup> six months performance-based incentive fee
2. Golden Field Office --Option Period 1 (June 1, 2007 – May 31, 2008)  
Option period one 1<sup>st</sup> six months performance-based incentive fee  
Option period one 2<sup>nd</sup> six months performance-based incentive fee
3. Golden Field Office -- Option Period 2 (June 1, 2008 – May 31, 2009)  
Option period two 1<sup>st</sup> six months performance-based incentive fee  
Option period two 2<sup>nd</sup> six months performance-based incentive fee
4. Golden Field Office -- Option Period 3 (June 1, 2009 – May 31, 2010)  
Option period three 1<sup>st</sup> six months performance-based incentive fee  
Option period three 2<sup>nd</sup> six months performance-based incentive fee

REDACTED  
EXEMPTION 4

REDACTED  
EXEMPTION 4

REDACTED  
EXEMPTION 4

REDACTED  
EXEMPTION 4

**B.4. Level of Effort/Direct Productive Labor Hours (DPLH)**

(a) The Contractor's obligation under this contract is to diligently pursue all required work described in the Statement of Work attached to this contract within the estimated cost and fixed fee specified in clause B.2, and to provide all reports that are specified in the Reporting Requirements Checklist or as stipulated in the Task Orders (if any). The following levels of effort are the Government's best estimate of the effort required to fulfill those requirements, and are provided as a baseline figure only:

	<u>Golden Field Office</u>	
Base Period (24 months)	<u>184,240 DPLH</u>	(estimated)
Option Period 1 (12 months)	<u>92,120 DPLH</u>	(estimated)
Option Period 2 (12 months)	<u>92,120 DPLH</u>	(estimated)
Option Period 3 (12 months)	<u>92,120 DPLH</u>	(estimated)

(b) In the performance of this contract, the Contractor shall provide the estimated DPLH specified herein. DPLH are defined as actual work hours, exclusive of vacation, sick leave, holidays, and other absences. If, during the base term or any option term of this contract, the estimated number of DPLH are not sufficient to provide the Government's support requirement for the entire term, the Government may require an increase in the estimated DPLH. The term of the contract is defined as the base period of performance, plus any option periods that have been exercised. Notwithstanding the estimated DPLH, the term of the contract shall prevail, and the contractor shall be required to provide all the DPLH needed to complete the contract. The contractor shall not exceed the estimated DPLH unless specifically authorized in writing by the Contracting Officer.

(c) In the event the Contractor is required to furnish an effort less than 90 percent, or greater than 110 percent of the estimated DPLH for any contract performance period, the fixed fee for that performance period shall be equitably adjusted. The Contractor is not authorized to exceed 110% of the originally estimated level of effort without a written modification to the contract. The Contractor agrees to promptly enter into negotiations for such an increase in DPLH, and any contract modification resulting from such negotiations shall provide for adjustments in the estimated cost, fixed fee and DPLH. If the total effort provided by the Contractor during any contract period is between 90 and 110 percent of the estimated DPLH for that contract period, the fixed fee set forth in Section B for that contract period shall not be adjusted. Any fixed fee adjustments shall be based solely upon the differences between the effort actually provided and 90 percent or 110 percent of the estimated DPLH for that contract period. An appropriate adjustment to the fixed fee will be negotiated for the additional effort. However, under no circumstances shall the adjusted fee be on a cost plus percentage of cost basis.

#### **H.21. CONTRACTOR PERSONNEL**

(a) The Contractor shall provide skilled personnel and the supervision, management and administrative services necessary to meet the Government's requirements successfully.

(b) All personnel assigned to this contract shall be fully qualified, trained, experienced and capable of performing the work of the contract position they are filling.

(c) All personnel assigned to this contract shall be capable of satisfactorily completing a Background/Security Check personnel screening. As directed by the Contracting Officer, certain categories of Contractor personnel may be required to obtain security clearances above the Government background investigation.

#### **H.22. LOBBYING RESTRICTION (ENERGY AND WATER ACT 2004)**

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of Clause)

#### **H.23. LOBBYING RESTRICTION (INTERIOR ACT 2004)**

The contractor agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of Clause)

#### **H.24. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

(End of Notice)

#### **H.25. PERFORMANCE BASED INCENTIVE FEE**

(a) An incentive fee based upon performance measures incorporated into the SOW will be paid on a biannual basis for work provided under the contract that exceeds performance expectations. The amount of the performance-based incentive fee will be negotiated, and the ceiling established at the time of contract award. The total amount of the fee earned in each respective period of performance will be based upon actual performance against the metrics contained in the contract. Validation of actual performance will be through various means such as: reports, individual user feedback, questionnaires, and/or complaints received. Any failure to maintain satisfactory levels of performance in all areas of this contract whether specified as performance-based incentive fee areas or not, will result in no performance-based incentive fee being issued. The amount of fee actually earned is not subject to negotiations, or any dispute or protest process.

# STATEMENT OF WORK ADDENDUM 1

## Performance Incentives

Date of Performance: June 1, 2005 to November 30, 2005

No.	Title	Scope	Evaluation Criteria	% of Total Fee	Evaluation Method
1	Data Input/Entry	Covers the following databases supported by Navarro: Timesheets, Congressional Notifications, and PADS	Data entered in a timely fashion (i.e., 3-5 working days from receipt of data).	10	Contractor tracking with random validation by Contracting Officer
2	Project Monitoring and Tracking	Covers all EERE projects supported by Navarro project monitors (e.g., hydrogen, biomass, solar, ITP, etc.)	Proactive project monitoring and communication to DOE of technical progress and budget management. Based on DOE Survey results over a 6 month period: <ul style="list-style-type: none"> <li>• Outstanding -- all 40%</li> <li>• Good - 30%</li> <li>• Satisfactory -- 20%</li> <li>• Poor -- 0%</li> </ul>	40	Customer Survey from DOE
3	IT Help Desk	Covers Help Desk support as described in contract SOW section III.B (1.2 and 1.3).	Initial response to Help Desk requests will be timely (i.e., 8 business hours from request) and customer service oriented. In a 6 month period: <ul style="list-style-type: none"> <li>• Less than 40 not timely/customer service = 100%</li> <li>• 40 to 80 = 90%</li> <li>• 81 to 120 = 70%</li> <li>• Greater than 120 = 0%</li> </ul>	15	Contractor tracking with random validation by Contracting Officer

# STATEMENT OF WORK ADDENDUM 1

## Performance Incentives

Date of Performance: June 1, 2005 to November 30, 2005

No.	Title	Scope	Evaluation Criteria	% of Total Fee	Evaluation Method
4	General Mission Support	Covers Legal, Human Resources, NEPA, Travel, Communications, Procurement, and Administration	Support and expert advice to DOE Golden will be consistent with federal law and regulations as well as Golden standard operating procedures (SOPs) as well as other written policies and procedures.	15	Customer Survey from DOE
5	Front Desk Coverage	Covers Front Desk Receptionist support as described in contract SOW section III.B (3.0) and allowing for remote receptionist pilot.	<p>Receptionist will be present at Front Desk during normal working hours (7:30 am to 5:00 pm) Monday through Friday except holidays as specified. In a 6 month period</p> <ul style="list-style-type: none"> <li>• 2 or fewer documented complaints = 100%</li> <li>• 3 to 4 documented complaints = 90%</li> <li>• 5 to 6 documented complaints = 70%</li> <li>• Greater than 6 documented complaints = 0%</li> </ul>	10	Documented Complaints
6	Invoice Accuracy	Covers Navarro invoices submitted to DOE	<p>Invoices will be accurate and include only allowable costs. In a 6 month period:</p> <ul style="list-style-type: none"> <li>• No invoices needing corrections - 100%</li> <li>• 1 invoice needing corrections - 90%</li> <li>• 2 invoices needing corrections - 60%</li> <li>• 3 invoices needing corrections - 40%</li> <li>• 4 or more needing corrections - 0%</li> </ul>	10	Verification by Contracting Officer